

## REQUEST FOR QUOTE (RFQ IRVI 19-01)

<b>Solicitation Name</b>	Irvinton Village Land Clearing
<b>Solicitation Number</b>	IRVI 19-01

**Job Summary** – Clear land of underbrush and trash in the area marked on the map. (See the Scope of Work for additional details)

**Profile** – J-Allen Management is an authorized agent of the Houston Housing Authority (HHA) designated to provide property management services for their affordable housing portfolio. One of our major responsibilities is to procure goods and services on behalf of the HHA.

**Due Date** - Interested parties who wish to respond to the solicitation must submit the required documents to the individual listed below by 4:00 PM CST on 3/22/2019.

Kameta Robertson  
RE: IRVI 19-01  
3118 Green Street  
Houston, Texas 77020

Electronic bids will also be accepted if sent to [kameta@jallenmgmt.com](mailto:kameta@jallenmgmt.com), bids should have the solicitation number as the subject line.

**Solicitation Schedule** – The anticipated procurement schedule for this solicitation is as follows:

Event	Date
Date Solicitation Issued	2/21/2019
Pre-Bid Meeting @ 10:00 a.m. @ 2901 Fulton	3/7/2019
Final Date to Submit Questions regarding this Solicitation	3/14/2019
Answers to Questions Posted to website	3/18/2019
Deadline for Receipt of Bid	3/22/2019

**Submittals** - All interested parties are required to include the following documents in their bid submission:

1. Cover Letter
2. Declaration
3. Non-Collusive Affidavit
4. M/WBE Participation
5. Section 3 Requirement & Commitment
6. Conflict of Interest
7. General Conditions for non-construction contracts (with maintenance work) (HUD 5370-C Section II)
8. Davis Bacon Acknowledgment
9. Davis Bacon Period Payroll Sheet
10. Fee Schedule
11. Three Business References
12. Copy of a current General Liability with minimum of \$1,000,000 coverage
13. Vendor Profile (for bidders who are NOT currently listed in HHA's Vendor List)

Interested bidders who have questions about this solicitation, or who need additional information should send an email to [kameta@jallenmgmt.com](mailto:kameta@jallenmgmt.com) RFQ Number in the subject line; by the due date of 3/14/2019.

Any changes to the requirement specified herein in this invitation will be issued by J-Allen Management, via an Amendment. All amendments shall be posted on the website. It is the responsibility of all interested parties to monitor the website to determine if any amendments were issues prior to the submission of their bids.

Included in this solicitation:

- Scope of Work
- Copies of forms that must be included in the Submittal.

Forms should be complete in full and included in the submission of the bid. Bids that are submitted lacking information will be deemed non-responsive and ineligible for any further consideration.

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PMC Contact Person Name  
J-Allen Management

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Date

# SCOPE OF WORK

## **Irvinton Village**

2901 Fulton St.

Houston, Texas 77009

**Houston Housing Authority**

**J. Allen Management – Managing Agent**

### ***Scope for Land clearing of Irvinton Village***

#### **Overall Scope: Land Clearing of Irvinton Village**

Work to be done in timely fashion and coordinated with the Property Management office Monday thru Friday 8-5 p.m.

Job to be completed within 3 week of award of RFQ.

Contractor to provide all labor and materials to complete work.

All schedules will be coordinated with staff to inform residents so that onsite management can (give written notice) of work 48 hours in advance.

All debris will be put immediately into refuse containers for proper disposal according to code and not temporarily left in parking lot or on grass areas. (provided by contractor)

**All aspects of work done by contractor will be held to scope by Management. All bids must be submitted on the supplied bid form.**

#### **Permits:**

**Required, to be copied and given to Management Team.**

Please submit all bids to [kameta@jallenmgmt.com](mailto:kameta@jallenmgmt.com) or by mail to Kelly Village, 3118 Green, Houston, Texas 77020 (Care of Kameta Robertson)

Thank you for your cooperation. If you should have any questions, please feel free to contact me, James Taylor, **Project Manager at 832-840-4029**. To get this project underway as budgeted, we'll need to **have your bid by the close of business on March 22, 2019**.

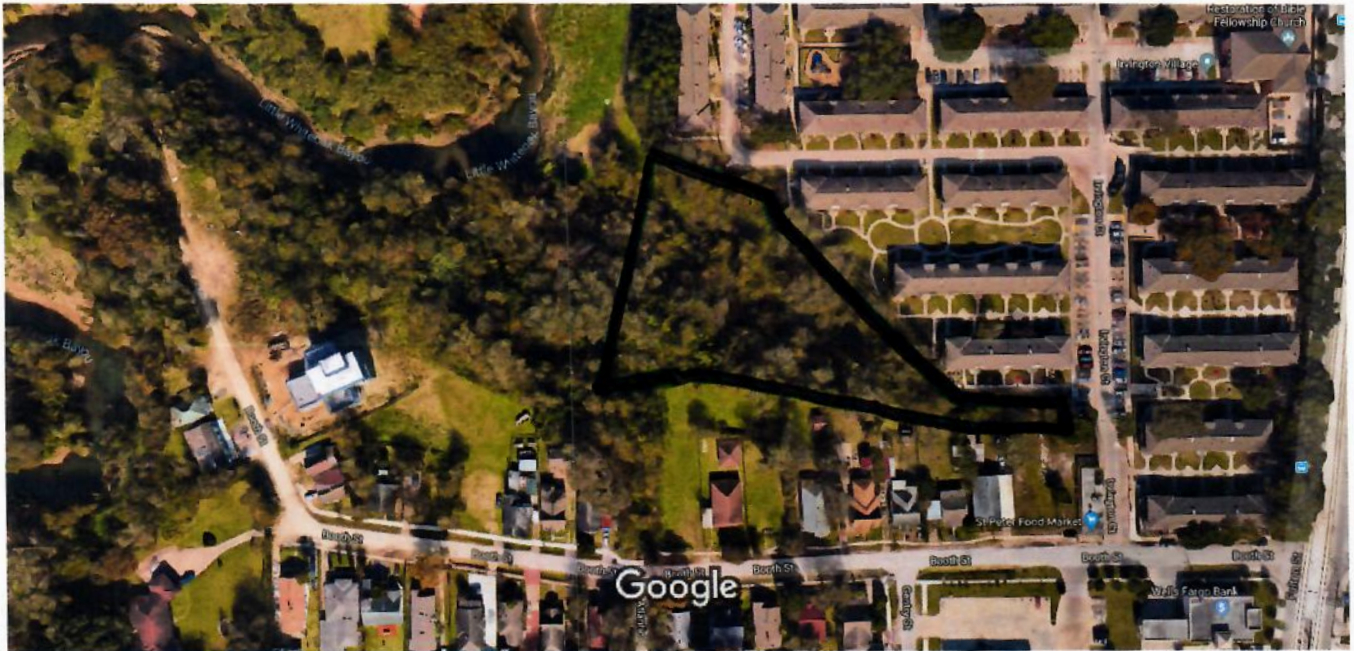
## **Land Clearing of Irvinton Village**

### **Scope of Work:**

General Scope:

Clearing of small trees, underbrush, and trash inside of marked area.

Approximately .25 acres.



Imagery ©2019 Google, Map data ©2019 Google 50 ft

[Set a home address](#)

[Set a work address](#)

Updated 1 min ago

Light traffic in this area  
Typical conditions

Search this area

46°  
.25 Acres

Restaurants Hotels Bars Coffee More

Hide

**LIST OF  
REQUIRED  
SUBMITTALS  
FROM  
BIDDERS**

**HOUSTON HOUSING AUTHORITY  
NOTICE TO OFFERORS/BIDDERS/CONTRACTORS  
COVER SHEET**

The required documents for this solicitation are being submitted for review and consideration:

Name of Solicitation:	
Name of Interested Firm/Business/Corporation:	
Contact Person:	
Contact Person Title:	
Firm/Business/Corporation Address:	
Telephone Number:	Email Address:

Check List for Submittals:

- ◇ Cover Letter
- ◇ Declaration
- ◇ Non-Collusive Affidavit
- ◇ M/WBE Participation
- ◇ Section 3 Requirement & Commitment
- ◇ Conflict of Interest
- ◇ General Conditions for non-construction contracts (with maintenance work) (HUD 5370-C Section II)
- ◇ Davis Bacon Acknowledgment
- ◇ Davis Bacon Period Payroll Sheet
- ◇ Evidence of a minimum of \$1,000,000 of general liability insurance coverage
- ◇ Fee Schedule
- ◇ Three Business References
- ◇ Vendor Profile (*for bidders who are NOT currently listed in HHA's Vendor List*)

If you have chosen not to submit a bid, please e-mail this completed form to Kameta@jallenmgmt.com. Let us know why you are not bidding. (Check all that apply).

- Busy with other commitments
- Specifications are unclear or too restrictive.
- Bonding/Insurance requirements are prohibitive.
- Other (Please specify)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT A**

**DECLARATION**

The undersigned declares the following:

- This response is being submitted in good faith, and without collusion or fraud
- The only person(s) interested in the aforementioned solicitation is listed below, and that this response is being submitted without connection or arrangement with any other person
- They have complied with the requirements of the aforementioned solicitation, have read all addenda (if any), and is satisfied that they fully understand the intent of the aforementioned solicitation, along with the terms and conditions that will govern any award issued by J ALLEN as a result of this solicitation
- They agree to execute an agreement with J ALLEN based on the latter accepting the submittals required by the aforementioned solicitation

Persons Interested in this Response:

Name

Identity of Interest

1.

2.

3.

\_\_\_\_\_  
**NAME OF CONTRACTOR/OFFEROR/FIRM/INDIVIDUAL/CORPORATION**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**PHONE NUMBER / FAX NUMBER**

\_\_\_\_\_  
**ADDRESS, CITY, STATE, ZIP**

\_\_\_\_\_  
**SUBMITTAL DATE**

**Note: This form must have a manual signature.**

**ATTACHMENT H**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS

COUNTY OF HARRIS

- - - - - ' being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

J. ALLEN MANAGEMENT COMPANY OR THE HOUSTON HOUSING AUTHORITY

of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of Bidder, if Bidder is an Individual

\_\_\_\_\_  
Signature of Bidder, if Bidder is a Partnership

\_\_\_\_\_  
Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this \_ \_ \_ \_ day of \_ \_ \_ \_ , 2016

\_\_\_\_\_  
**Notary Public**

My Commission expires \_ \_ \_ \_

## M/WBE PARTICIPATION FORM

**M/WBE PARTICIPATION:** The Contractor agrees to make its best efforts to expend at least 30% of the total dollar amount of the Contract on minority business enterprises (MBE-an entity with at least 51% ownership interest by a minority in the business) or women business enterprises (WBE-an entity with at least 51% ownership interest by a woman in the business). Official recognized designations where a prerequisite meets the standards defined above will be considered including Historically Underutilized Business (HUB) designated by the State of Texas, or any other federal, state, or local designation used to promote disadvantaged, minority, and women owned business. If an official designation is not held, an entity may self certify to its M/WBE status. This requirement is for all construction, professional services, and supplies contracts.

**M/WBE GOALS:** For Contracts awarded to an MBE, the Contractor will make its best efforts to subcontract at least 15% of the total Contract dollar amount to WBE(s). For Contracts awarded to a WBE, the Contractor will make its best efforts to subcontract at least 15% of the total Contract dollar amount to MBE(s). For Contracts awarded to non-M/WBE, the Contractor will make its best efforts to subcontract at least 15% of the total Contract dollar amount to MBE(s) and at least 15% of the total Contract dollar amount to WBE(s).

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** Prior to award of Contract, the Contractor will submit documents in support of its best efforts to achieve the above stated M/WBE participation and M/WBE goals. Best efforts may be established by a showing that the Contractor has contacted and solicited bids/quotes from M/WBE or Texas HUB subcontractors which can be accessed from database located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. The Housing Authority may assist the Contractors in identifying M/WBEs. However, seeking the Housing Authority's assistance shall not be construed as the Contractor's sole effort. In the event the Houston Housing Authority has a reasonable belief that Contractor has not used its best efforts to meet the stated M/WBE goals, the Houston Housing Authority reserves the right not to award the Contract to that Contractor.

**FAILURE TO USE BEST EFFORTS TO COMPLY WITH HOUSTON HOUSING AUTHORITY M/WBE GOALS DURING THE PROGRESS OF WORK MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.**

**NOTIFICATION OF M/WBE PARTICIPATION:** Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by Houston Housing Authority to confirm M/WBE participation. Contractor agrees to submit proof of payment made to each M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

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NAME OF FIRM

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SIGNATURE & DATE

**BIDDER'S PROPOSED M/WBE PARTICIPATION FORM**

Please list below the name of all firmly committed contractors and subcontractors that will work on the project, their M/WBE status, official recognized/self-certified M/WBE designation, the dollar amount and the percent of the total contract amount that will be performed by the entity.

<b>Name of (Sub)Contractor</b>	<b>MBE Status</b>	<b>MBE Certifications</b>	<b>Dollar Amount</b>	<b>Percent of Contract Amount</b>
<b><i>Total MBE Dollar Amount and Percentage</i></b>				
<b>Name of (Sub) Contractor</b>	<b>WBE Status</b>	<b>WBE Certifications</b>	<b>Dollar Amount</b>	<b>Percent of Contract Amount</b>
<b><i>Total WBE Dollar Amount and Percentage</i></b>				

Use additional pages, if necessary.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature and Date



**HOUSTON**  
HOUSING AUTHORITY

Transforming Lives & Communities

**HOUSTON HOUSING AUTHORITY**  
**SECTION 3 REQUIREMENTS & COMMITMENT**

<b>Company Name:</b>	
<b>Name of Contact Person for Section 3 Commitment:</b>	
<b>Title:</b>	<b>Contact Number:</b>
<b>Contact Person E-Mail:</b>	
<b>Solicitation Title:</b>	<b>Solicitation #:</b>

**I. Background**

Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (hereinafter “Section 3”) requires the Houston Housing Authority (“HHA”), to the greatest extent feasible, to provide employment opportunities to residents of HHA and other low-income individuals, within the City of Houston. These employment opportunities are provided by contracts funded by the HHA. The goal is to utilize HHA’s contracts to promote economic self-sufficiency, among low-income populations.

**II. Solicitation Requirements**

Interested parties responding to a solicitation issued by the HHA are required to include in their submission, this form (Section 3 Requirements & Commitment), which describes the efforts that will be taken to engage Section 3 Participants in employment and training opportunities “to the greatest extent feasible.” While low-income individuals who are not clients of the HHA are eligible candidates for Section 3 opportunities, the HHA expects consideration to be given to individuals who are clients of HHA’s affordable housing programs (public housing & voucher-holders).

**III. Section 3 Expectations**

Below are examples of acceptable Section 3 opportunities that will comply with HHA’s Section 3 requirements:

- 1. Preferred Options (All responses to HHA solicitations shall include at least one of these options)**
  - Hire low-income participants preferably clients of HHA, and/or
  - Provide paid job training/apprenticeship opportunities for low-income participants, preferably clients of HHA.
- 2. Secondary Options (Should be considered only when circumstances impact the availability of jobs/training)**
  - Subcontract at least 25% of the contract amount to a Section 3 Business which is defined as 51% ownership held by a low-income individual(s), preferably a client of HHA.
  - Provide evidence that the company is a Section 3 Certified firm which, demonstrated by the company’s ownership is at least 51% owned by low-income individual(s), preferably a client of HHA.
  - In the event employment and training opportunities are not available, a cash contribution shall be provided to HHA’s Self-Sufficiency Fund for support of viable workforce development programs.



#### IV. Section 3 Contract Expectations

Pursuant to Section 3 of the HUD Act of 1968, 12 U.S.C. 1701u, and its implementing regulations, 24 CFR Part 135 (“**Section 3**”), if additional job training, employment and other economic opportunities are generated by a contract administered directly or indirectly by **Houston Housing Authority** then, to the greatest extent feasible, these opportunities must be directed to low-income and very low-income persons. In addition to employment and training opportunities, Section 3 also seeks to benefit businesses owned by public housing residents and other low-income persons. The following provisions of 24 CFR 135.38 shall apply to all contracts involving Section 3 covered work with Houston Housing Authority or its property managers:

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**V. Section 3 Commitment**

Identify what efforts will be taken to comply with HHA’s Section 3 Requirements to the greatest extent feasible:

*(Must select at least one option below)*

PRIMARY OPTIONS	DESCRIPTION OF EFFORTS “TO THE GREATEST EXTENT FEASIBLE”
<p>┌ <b><u>PRIMARY OPTION 1</u></b> Hire Section 3 participants to fill employment opportunities listed in the solicitation</p>	<p>Title: _____ # of Positions: _____ Pay _____</p> <p>Duties: _____</p> <p>Qualifications: _____</p> <p>Title: _____ # of Positions: _____ Pay _____</p> <p>Duties: _____</p> <p>Qualifications: _____</p>

<p>┌ <b><u>PRIMARY OPTION 2</u></b> Provide paid job training/ apprenticeship opportunities to train Section 3 participants</p>	<p>Title: _____ # of Positions: _____ Pay _____</p> <p>Duties: _____</p> <p>Qualifications: _____</p> <p>Title: _____ # of Positions: _____ Pay _____</p> <p>Duties: _____</p> <p>Qualifications: _____</p>
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SECONDARY OPTIONS	DESCRIPTION OF EFFORTS “TO THE GREATEST EXTENT FEASIBLE”
<p>┌ <b><u>SECONDARY OPTION 3</u></b> Subcontract at least 25 % of the contract to a Section 3 Business (51% ownership held by a low-income individual(s), preferably a HHA client).</p>	<p><b>Provide the name of Section 3 company(ies) awarded subcontracts (totaling at least 25% of the contract amount)</b></p> <p>Company Name _____</p> <p>Contract Amount \$ _____</p> <p>Company Name _____</p> <p>Contract Amount \$ _____</p> <p>Company Name _____</p> <p>Contract Amount \$ _____</p>

<p>┌ <b><u>SECONDARY OPTION 4</u></b>          Demonstrate that the company's ownership (at least 51%) is owned by low-income individual(s), preferably a client of HHA.</p>	<p><b>The majority of the company (at least 51%) is owned by a low-income individual:</b></p> <p>Owner's Name: _____          % of Ownership: _____</p> <p>Owner's Name: _____          % of Ownership: _____</p>
<p>┌ <b><u>SECONDARY OPTION 5</u></b>          Due to unavailability of jobs/training opportunities, a cash contribution will be provided to a Self-Sufficiency Compliance Fund to support economic self-sufficiency opportunities and/or job training opportunities</p> <p><b><u>(NOTE: IF THIS OPTION IS SELECTED, HHA RESERVES THE RIGHT TO WITHHOLD THE CONTRIBUTION AMOUNT FROM PROGRESS PAYMENTS, IF ANY, OR FROM THE TOTAL AMOUNT OWED TO THE CONTRACTOR.)</u></b></p>	<p><b>If this Secondary Option is selected, the Contractor must explain why job/training opportunities are not available:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>Contracts awarded up to \$100,000 shall contribute a minimum of 5% of the total contract amount in to the Section 3 Compliance Fund, while contracts exceeding \$100,000 shall contribute a minimum of 3% of the total contract amount into the Section 3 Compliance Fund. Indicate how much will be contributed:</b></p> <p><input type="checkbox"/> <b>FOR CONTRACTS VAULUED UP TO \$100,000.00:</b> I pledge to contribute _____% of the total contract amount to comply with a minimum of 5% of the contract amount to be contributed into a Self-Sufficiency Compliance Fund maintained by HHA.</p> <p><input type="checkbox"/> <b>FOR CONTRACTS VAULUED IN EXCESS OF \$100,000.00:</b> I pledge to contribute _____ % of the total contract amount to comply with a minimum of 3% of the contract amount to be contributed into a Self-Sufficiency Compliance Fund maintained by HHA.</p> <p><b>Indicate how contribution pledge(s) will be fulfilled, during the contract period:</b></p> <p>┌ Monthly Payments          ┌ Quarterly Payments</p>

I understand the federal regulations governing HHA's Section 3 requirements and commit to honoring the obligations listed in this Section 3 Plan, upon the execution of a contract with the HHA.

\_\_\_\_\_  
 Signature of Owner or Authorized Representative

\_\_\_\_\_  
 Date



## HOUSTON HOUSING AUTHORITY SECTION 3 COMPLIANCE REPORT

This report shall be completed by contractors and/or subcontractors to report completion of tasks that fulfilled Section 3 commitments to hire and/or train low-income individuals, preferably clients of HHA. This report shall be submitted with payment invoice(s) to HHA.

Submission Date:	Reporting Period:
_____ Primary Contractor	_____ Subcontractor
Company Name:	
Person completing invoice	
Project Name:	RFP #:
Amount of Contract	Amount of Current Invoice:

Hiring Commitment	# Hired this Report Period	YTD Hired during Contract	List Individuals Employed		
			Name	Title	Gross Salary Paid
# participants hired					

Training Commitment	# Trained this Report Period	YTD Trained during Contract	List Individuals Employed		
			Name	Training Title	Stipend Amount Paid
# of participants engaged in training/ apprenticeship					

Contribution Commitment	Amount Pledged	Amount Paid	Pledge Balance
Amount contributed to Self-Sufficiency Fund	\$	\$	\$

Section 3 Business Concerns	Company Name	Contract Amount Provided
Indicate how at least 25% was subcontracted to Section 3 business(es)		\$
		\$
		\$

\_\_\_\_\_  
Print Name of Person Completing Report

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Person Completing Report

\_\_\_\_\_  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# General Conditions for Non-Construction Contracts

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

## Section II – (With Maintenance Work)

Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 1/01/2014)

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**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

## Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



## DAVIS-BACON WAGE ACKNOWLEDGEMENT FORM

I hereby acknowledge that I have received information regarding Davis Bacon will abide by all the regulations regarding both.

In addition, I hereby acknowledge receipt of the following:

- Wage Decision TX180099, effective 01/12/2018
- Certified Payroll Form

Finally, I hereby elect the following regarding the above referenced quote:

└ The bid submitted will not change due to Davis Bacon

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_





Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_;  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:	

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

## FEE SCHEDULE

The undersigned agrees to provide all of the necessary labor, personnel, transportation, material, supplies, equipment, insurance and any other items/resources necessary for completing the contract/job.

Itemized Cost	Bid Amount
LABOR	
MATERIAL/SUPPLIES	
OVERHEAD	
PROFIT	
TOTAL COST	
Per Unit Cost (if applicable)	

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Name of Contractor/Offeror/Firm/Individual/Corporation

---

Name of Authorized Agent

---

Title of Authorized Agent

---

Signature of Authorized Agent

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Email Address

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Date

# REFERENCES

XXXXXXXXXX

ContactName: . . . . .

CompanyName: . . . . .

Address: - - - - -

City,State Zip: . . . . .

Phone: - - - - -

Email: \_ \_ \_ \_ \_

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Contact Name: - - - - -

Company Name . . . . .

Address: - - - - -

City, State, Zip: - - - - -

Phone: - - - - -

Email: \_ \_ \_ \_ \_

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Contact Name:- - - - -

Company Name: - - - - -

Address: - - - - -

City, State, Zip: - - - - -

Phone: - - - - -

Email: . . . . .

Insurance for this project should meet the below minimum amounts

**General Liability**

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Aggregate	\$2,000,000
Products-completed Operations	\$1,000,000

**Excess Liability**

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

**Auto Liability**

Combined Single Limit	\$1,000,000
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**OR**

Bodily Injury Per Person	\$500,000
Bodily Injury Per Accident	\$500,000
Property Damage Per Accident	

**Workers' Compensation/Employers' Liability**

Statutory limits	Y
EL Each Accident	\$500,000
EL Disease-Each Employee	\$500,000
EL Disease-Policy Limit	

**Additional Insured Wording**

Each supplier will name the PMC and ownership entity and advisors as additional insureds on their liability policies. The following wording should be included on their certificate of insurance:

***The Description Box must include the Houston Housing Authority, the PMC, its affiliates, and the ownership entity and advisors are included as additional insureds on the general liability and automobile policies as their interests may appear in regard to work performed or services provided by the named insured. Such insurance is primary and non-contributory with any other insurance available to the additional insureds. Excess policy to follow form (if applicable). Note that the Certificate Holder Box must list the Houston Housing Authority, the PMC and the ownership entity names as those being notices of any changes in coverage with a minimum of 30 days notice***



# VENDOR PROFILE FORM

**Instructions:**

- 1) Complete both pages (2) of this form electronically.
- 2) Print
- 3) Sign on page 2.
- 4) Attach a completed W-9.
- 5) Scan all documents and email to [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com). See Page 2 for other submission options.

## GENERAL BUSINESS INFORMATION

Name of Business, Organization, or Name of Person (if payment is to an individual)

Mailing Address for Payments

City

State

Zip

Telephone No.

Fax No. (mandatory)

Toll Free No.

E-Mail Address (mandatory)

How Long in Business

Federal Employment Identification No.

Business SIC Code

President/General Manager

Type of Ownership:  Corporation

Partnership  Limited Partnership

Sole Proprietorship  Joint Proprietorship

Number of Employees: Regular (Full Time) \_\_\_\_\_

Part-Time \_\_\_\_\_

### Account Contacts

Account Rep: \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

Invoice Matters: \_\_\_\_\_

Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

### Status (check all that apply)

If Minority,  Black American

Hispanic American

Native American

What Status  Asian Indian American

Asian Pacific American

Hasidic Jew

MBE Certified

Small Business

Women-Owned Business

**Note: A completed W-9 must accompany this Form when you submit it to HHA.**





**Houston Housing Authority**

2640 Fountain View Dr. | Houston, Texas 77057 | Phone: 713.260.0500 | TTY: 713.260.0547 | [www.housingforhouston.com](http://www.housingforhouston.com)

Please use this space to list the product(s) or service(s) your company offers.  
Please attach additional pages if necessary.

**SIGN BELOW**

\_\_\_\_\_  
Signature of Authorized Representative of Vendor

\_\_\_\_\_  
Date

The applicable terms and conditions that are referenced on HHA’s purchase orders can be found at:

<http://www.housingforhouston.com/doing-business-with-hha/forms.aspx>.

HHA prefers that vendors return this form via email to [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com). However, you may also return the form via the following methods:

Delivery

Houston Housing Authority  
Procurement Department  
2640 Fountain View Dr., Suite 408  
Houston, TX 77057

Fax

(713) 260-0810

If you have questions, you may contact the Procurement Department at [Purchasing@housingforhouston.com](mailto:Purchasing@housingforhouston.com).

